

# CRAVATH, SWAIN & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

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RCA 233663

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INTERSTATE COMMERCE COMMISSION

No.

Date

Fee

ICC, Washington, D. C.

COUNSEL

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CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
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July 23, 1979

## Trailer Train Company

Lease Financing Dated as of January 15, 1979  
9.90% Conditional Sale Indebtedness Due 1995

Dear Mr. Homme:

Pursuant to 49 U.S.C. § 11303(a) and the Commission's rules and regulations thereunder, I enclose herewith on behalf of Trailer Train Company, for filing and recordation as an amendment to the filings under recordation number 10136, counterparts of the following document:

Amendment Agreement dated as of July 1, 1979, among Trailer Train Company, BameriLease Capital Corporation, Bethlehem Steel Corporation and Mercantile-Safe Deposit and Trust Company, as agent.

The names and addresses of the relevant parties to the aforementioned Amendment Agreement are as follows:

### (1) Assignee-Vendor-Agent:

Mercantile-Safe Deposit and Trust Company  
P. O. Box 2258  
Baltimore, Maryland 21201

### (2) Lessor-Vendee:

BameriLease Capital Corporation  
P. O. Box 37070  
San Francisco, California 94137

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## (3) Builder-Vendor:

Bethlehem Steel Corporation  
Bethlehem, Pennsylvania 18016

## (4) Lessee:

Trailer Train Company  
300 South Wacker Drive  
Chicago, Illinois 60606

Please file and record the document referred to in this letter.

The equipment covered by the aforementioned Amendment Agreement and the documents filed under recordation number 10136 consist of the following:

To be deleted:

52 Bethlehem 89'4", 70-ton capacity, hydraulic draft gear, flush deck, all purpose cars, AAR Mechanical Designation FC, bearing identifying numbers 980890 through 980941.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich  
As Agent for Trailer Train Company

H. G. Homme, Esq., Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

17N

RECORDATION NO. 10136-A Filed 1425

JUN 27 1979 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of July 1, 1979, among TRAILER TRAIN COMPANY ("Lessee"), BAMERILEASE CAPITAL CORPORATION ("Vendee"), BETHLEHEM STEEL CORPORATION ("Bethlehem") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent") acting as Agent for Metropolitan Life Insurance Company of America ("Investor").

WHEREAS the Vendee and Bethlehem, ACF Industries Incorporated ("ACF"), and Pullman Incorporated (Pullman Standard Division) ("Pullman") (collectively the "Builders") have entered into a Conditional Sale Agreement dated as of January 15, 1979 ("CSA");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of January 15, 1979 ("CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 23, 1979, and were assigned recordation numbers 10136 and 10136-A, respectively;

WHEREAS the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of January 15, 1979 ("Lease");

WHEREAS the Vendee and the Agent have entered into an Assignment of Lease and Agreement dated as of January 15, 1979 ("Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 23, 1979, and were assigned recordation numbers 10136-B and 10136-C, respectively;

WHEREAS ACF and Pullman have been paid in full under the CSA and the CSA Assignment and have no further interest in the CSA and the CSA Assignment and no interest in this Amendment Agreement; and

WHEREAS the railroad rolling stock described in paragraph 1 below was not delivered and accepted under the CSA or the Lease and, pursuant to the terms of the CSA, were

excluded from the CSA; and the Vendee and the Agent are not entitled to any interest in such railroad rolling stock;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA and the Lease are hereby amended to delete from Annex B to the CSA and Schedule A to the Lease 52 Bethlehem 89'4", 70-ton capacity, hydraulic draft gear, flush deck, all purpose cars, AAR Mechanical Designation: FC, Builder's specification: T-3078-B, numbered 980890 through 980941, inclusive.
2. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.
3. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.
4. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain unaltered and in full force and effect.
5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.
6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate

seals, duly attested, to be hereunto affixed as of the day and year first above written.

[Corporate Seal]

Attest:

R.D. Marlow

Assistant Secretary

TRAILER TRAIL COMPANY,

by

[Signature]

BAMERILEASE CAPITAL CORPORATION,

by

Vice President

[Corporate Seal]

Attest:

by

Assistant Treasurer

Assistant Vice President

BETHLEHEM STEEL CORPORATION,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity, but  
solely as Agent,

[Corporate Seal]

by

Assistant Vice President

Attest:

Corporate Trust Officer

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 24th day of July 1979, before me personally appeared W. V. Reichert, to me personally known, who being by me duly sworn, says that he is of TRAILER TRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Alma K. Krause  
Notary Public

[Notarial Seal]

My Commission Expires October 12, 1982

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this            day of July 1979, before me personally appeared            and           , to me personally known, who being by me duly sworn, say that they are a            and            of BAMEERILEASE CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF LEHIGH, )

On this            day of July 1979, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

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Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this            day of July 1979, before me personally appeared           , who being by me duly sworn, says that he is an            of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

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Notary Public

[Notarial Seal]

My Commission Expires